

**A RESOLUTION BY
PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE OFFICE OF THE PUBLIC DEFENDER, TO RENEW A LEASE AGREEMENT WITH TRINITY PROPERTIES/GRANT LTD., LP, FOR THE OFFICE SPACE LOCATED IN THE GRANT BUILDING AT 44 BROAD STREET, N.W., ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") currently leases office space for the Office of the Public Defender ("Public Defender") at the Grant Building located at 44 Broad Street, N.W., Atlanta, Georgia ("Premises"); and

WHEREAS, the Public Defender's lease is set to expire on June 30, 2008; and

WHEREAS, the Public Defender desires to exercise its option to renew the lease with Trinity Properties/Grant LTD., LP, ("Landlord") for the said office space; and

WHEREAS, the Public Defender desires to extend the term of the lease from July 1, 2008 to June 30, 2009, in an amount not to exceed one hundred fifty thousand six hundred seventy-five dollars (\$150,675.00) annually, which shall be payable in equal monthly installments of twelve thousand five hundred fifty-six dollars and twenty-five cents (\$12,556.25) if paid before the 10th of each month; and

WHEREAS, the term of the lease from July 1, 2008 to June 30, 2009, will not exceed an amount of one hundred fifty-eight thousand two hundred eight dollars and seventy-two cents (\$158,208.72) annually, which shall be payable in equal monthly installments of thirteen thousand one hundred eighty-four dollars and six cents (\$13,184.06) if paid on or after the 10th of every month; and

WHEREAS, the said lease renewal shall reduce the size of the combined total size of the Premises to include only 8, 610 rentable square feet (see attached as Exhibit "A").

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY, RESOLVES, that the Mayor be and is hereby authorized to renew the lease agreement on behalf of Public Defender, with Landlord for the office space located at Premises, beginning July 1, 2008 until June 30, 2009, in an amount not to exceed one hundred fifty-eight thousand two hundred eight dollars and seventy-two cents (\$158,208.72) annually,

which shall be payable in equally monthly installments of thirteen thousand one hundred eighty-four dollars and six cents (\$13,184.06).

BE IT FURTHER RESOLVED, that the City during the term of this lease agreement shall have a continuing right to terminate the lease by providing written notice 30 days prior to the date of the termination.

BE IT FURTHER RESOLVED, that the City Attorney be and is hereby directed to prepare an appropriate agreement for execution by the Mayor or her designee to be approved as to form by the City Attorney.

BE IT FURTHER RESOLVED, that the renewal lease agreement shall not become binding upon the City and the City shall incur no legal obligation or liability hereunder until the same has been signed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form, and delivered to Landlord.

BE IT FINALLY RESOLVED that all charges shall be paid from Fund, Department Account and Function Activity 1001 190301 5223099 2800000.

**Twelfth Amendment to the Lease
between
The City of Atlanta, Office of the
Public Defender, Tenant
and
Trinity Properties/Grant Ltd., LP., Landlord**

This Twelfth Amendment to the Lease is made and entered on this _____ day of _____, 2008 by and between **TRINITY PROPERTIES/GRANT LTD., LP**, a Georgia limited partnership, by and through its General Partner, TRINITY PROPERTIES, INC., a corporation organized and existing under the laws of the State of Georgia, (hereinafter referred to as "Landlord") and **THE CITY OF ATLANTA OFFICE OF THE PUBLIC DEFENDER**, (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the owner of the real property located at 44 Broad Street, N.W., Atlanta, Fulton County, Georgia, generally known as **THE GRANT BUILDING**;

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated December 24th, 1996 (the "Lease") whereby the Landlord leased to Tenant certain premises consisting of approximately 9,784 rentable square feet of office space known as Suite 900/905 and called the original Premises which were located in THE GRANT BUILDING, 44 Broad Street, N.W., Atlanta, Georgia;

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease setting forth the rental rate for 1998 and declining Tenant's right to terminate the automatic Lease renewal for 1998;

WHEREAS, Landlord and Tenant entered into the Second Amendment dated December 29, 1988 in which the Premises were expanded to 10,141 RSF, storage space of 522 USF was rented, new rent was established and Tenant's right to terminate the automatic Lease renewal for 1999 was declined;

WHEREAS, Landlord and Tenant entered into the Third Amendment to the Lease in which the Premises remained 11,511 RSF, new rent was established and Tenant's right to terminate the automatic Lease renewal for 2000 was declined;

WHEREAS, Landlord and Tenant entered into the Fourth Amendment in which the Premises were expanded to encompass the entire 9th Floor, 12,194 RSF, certain Tenant Improvements were created, new rent established and Tenant right to terminate the automatic Lease renewal for 2001 was declined;

WHEREAS, Landlord and Tenant entered into the Fifth Amendment in which new rent was established and Tenant's right to terminate the automatic Lease renewal for 2002 was declined;

WHEREAS, Landlord and Tenant entered into the Sixth Amendment in which a new rent was established, the term changed to expire on February 28, 2004, and the Premises reconfigured to 9,425 RSF, and the Tenant's right to terminate the automatic lease renewal for 2003, was declined;

WHEREAS, Landlord and Tenant entered into the Seventh Amendment in which the term of the Lease ran from March 1, 2004 through February 28, 2005, the Premises size remained unchanged and Tenant's right to terminate the automatic Lease renewal was declined;

WHEREAS, Landlord and tenant entered into the Eighth Amendment in which the term of the Lease was extended, beginning on March 1, 2005, and running through February 28, 2006, the Premises were expanded to 12,194 RSF and a new rent established and Tenant's right to terminate the automatic renewal was declined;

WHEREAS, Landlord and Tenant entered into the Ninth Amendment in which the term of the Lease was extended for Suite 900, beginning March 1, 2006 and running through June 30, 2006, the size of the space was expanded by 3,063 RSF, which space was Suite 810, known as the Expanded Premises, so that when Suites 810 and 900 were combined the total size was 15,237 RSF (12,194 + 3,063), the Storage Space was relocated, new rent was established and a new annual Lease Term was established which ran from July 1, 2008 through June 30, 2009, and Tenant declined to terminate the automatic lease renewal.

WHEREAS, Landlord and Tenant entered into the Tenth Amendment in which the term of the Lease was extended until June 30, 2008, the Premises were reduced in size to 9,425 SF and the rent modified. Thereafter Landlord and Tenant entered into the Eleventh Amendment to correct the amount of the monthly rental.

WHEREAS, Tenant provided Landlord with written notice dated April 30, 2008 of its' inability to renew Lease.

WHEREAS, Landlord and Tenant wish to extend the term of the Lease from July 1, 2008 to June 30, 2009, reduce the size of the Premises by 815 Sq. Ft. so that there is only 8,610 RSF within Suite 900, and to modify the rent.

NOW THEREFORE, in consideration of the premises set forth above, and the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Premises:

- A. Premises. The Premises, Suite 900, shall consist only of 8,610 RSF on the ninth floor as shown on Exhibit 12-A.
- B. In the event Landlord shall have the opportunity to lease all or part of the 815 RSF, being relinquished at the time of this Amendment as shown on Exhibit 12-A, then Landlord shall have the right to move Tenant so that all the vacant space on the 9th floor shall be contiguous and that Tenant's space shall likewise be contiguous. Work done pursuant to this provision shall be done at Landlord's sole expense.
- C. As Is. Tenant accepts the Premises "As Is".
- D. Term. The Lease term shall begin on July 1, 2008 and run through June 30, 2009.
- E. Landlord's Work within Premises. Landlord retains the right to remove, relocate, close, reconfigure the location of any and all of the (3) doors lettered A, B, and C on Exhibit "12-A", which right shall be based on Landlord's sole determination that it is needed, necessary or convenient. Work done pursuant to this right shall be done at Landlord's sole expense.
- F. Rent for the Renewal Term. The Lease is hereby modified and amended to provide that commencing on July 1, 2008, the annual Base Rent payable under the Lease for the Premises, Suite 900, shall be One Hundred Fifty Thousand, Six Hundred Seventy-five and 00/100 Dollars (\$150,675.00) payable in equal monthly installments of Twelve Thousand Five Hundred Fifty-six and 25/100 Dollars (\$12,556.25).

- G. Rental Discount. Landlord shall provide a discount for the annual rental for the Premises, Suite 900 in the following manner: if Tenant shall pay the entire annual rental in advance, at the time the Twelfth Amendment is signed, but not later than July 1, 2008, the Landlord shall discount that rental from \$17.50/RSF to \$16.63/RSF with the resultant annual rental of \$143,141.25 discounted from \$150,675.00.

Rent for Renewal Term if paid before

<u>July 1, 2008</u>	<u>Regular Rent Schedule</u>
\$143,141.25	\$150,675.00

2. Late Charges: If Landlord elects to accept rent on or after the 10th day of the month a late charge equal to five (5%) percent shall be due as additional rent so that the monthly rent shall be \$13,184.06.
3. Automatic Right to Renew: The previous existing Right to Renew established in paragraph 5 of the Ninth Amendment is hereby terminated based in part on the Tenant's letter of April 30, 2008, it's previous default, and by mutual agreement based on the uncertainty of the Tenant's continued tenancy and to provide continued flexibility to the Tenant.
4. Other Provisions:
- A. Entire Agreement. This Twelfth Amendment contains the entire agreement by, between and among the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relating thereto.
- B. Lease in Effect. Except as expressly modified and amended hereby, all terms and conditions of the Lease and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Amendments to the Lease shall remain in full force and effect and the Lease, as modified and amended hereby, is hereby ratified and confirmed by Landlord and Tenant.
- C. Broker's Disclosure. Meridian Property Group, Ltd. represented the Landlord in the transaction and did not represent the Tenant in this transaction. Meridian Property Group, Ltd. shall receive a fee from the Landlord as set forth in the Lease.
- D. Time of Essence. Time is of the essence of this Lease and Amendment.

{INTENTIONALLY LEFT BLANK}

{SIGNATURES FOLLOW NEXT PAGE}

IN WITNESS WHEREOF, the parties hereto executed this Twelfth Amendment as of the date and year first above written.

LANDLORD:

Trinity Properties/Grant Ltd., LP

By: 

Name: Harry D. Walker

Title: Secretary/Vice President

Date: 13 Jun 2008

LANDLORD'S AGENT:

Meridian Property Group, Ltd.

By: _____

Name: Kenneth A. Griffiths

Title: Executive Vice President

Date: _____

APPROVED:

Deputy City Attorney

By: _____

Date: _____

APPROVED:

Chief Procurement Officer

By: _____

Date: _____

APPROVED:

Chief Financial Officer

By: _____

Date: _____

TENANT:

Mayor of the City of Atlanta

By: _____

Date: _____

RECOMMENDED:

Director of General Services

By: _____

Date: _____

APPROVED:

Chief Operating Officer

By: _____

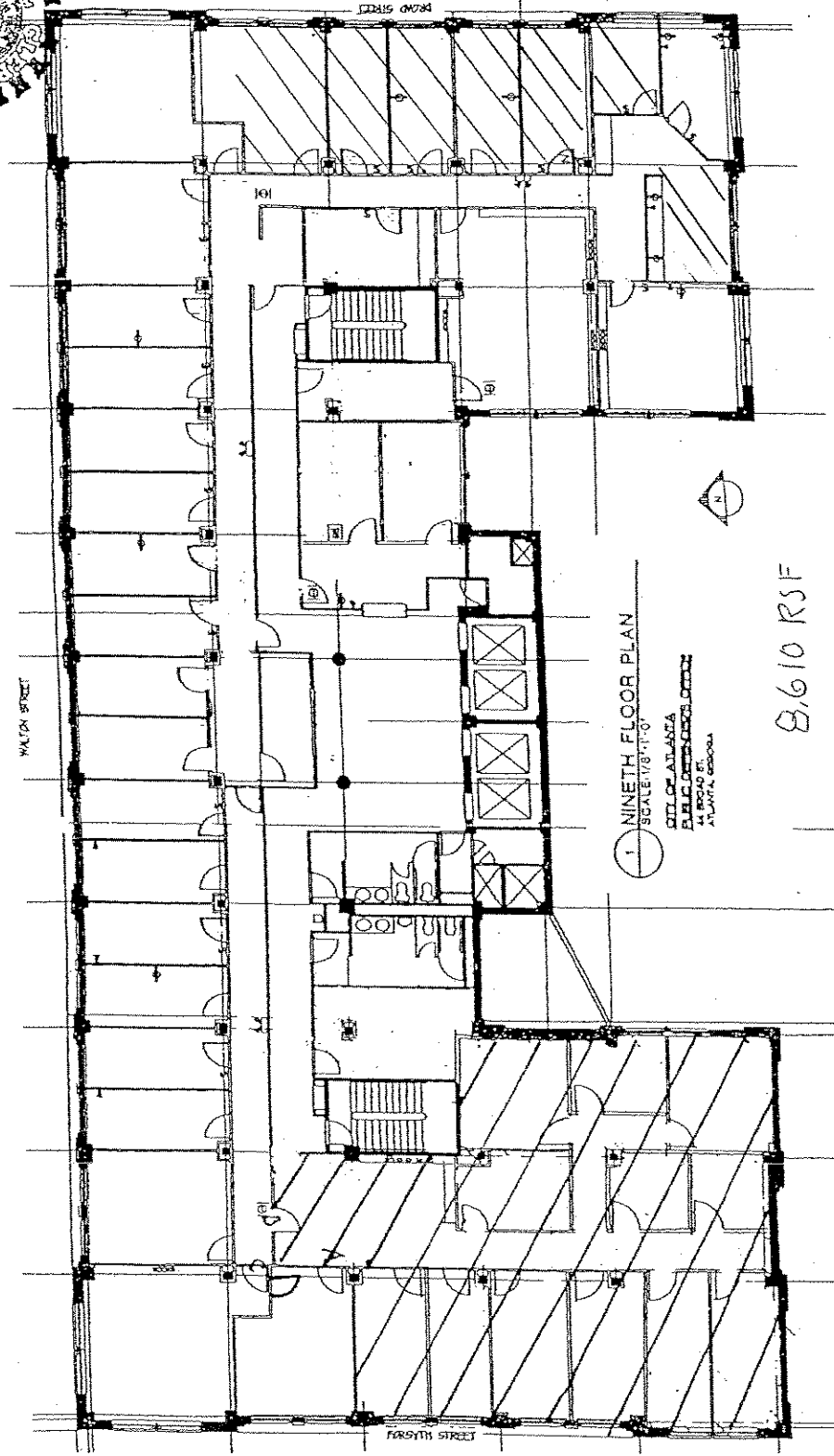
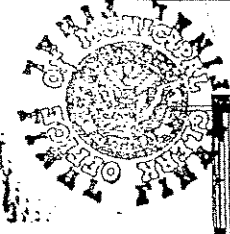
Date: _____

APPROVED:

Clerk of Council

By: _____

Date: _____



vacant space
Not in use by Tenant

8,610 RSF

1 NINTH FLOOR PLAN
SCALE 1/8" = 1'-0"
CITY OF ATLANTA
PUBLIC WORKS DEPT.
44 BROAD ST.
ATLANTA, GEORGIA

9 Floor

MERIDIAN PROPERTY GROUP, LTD.

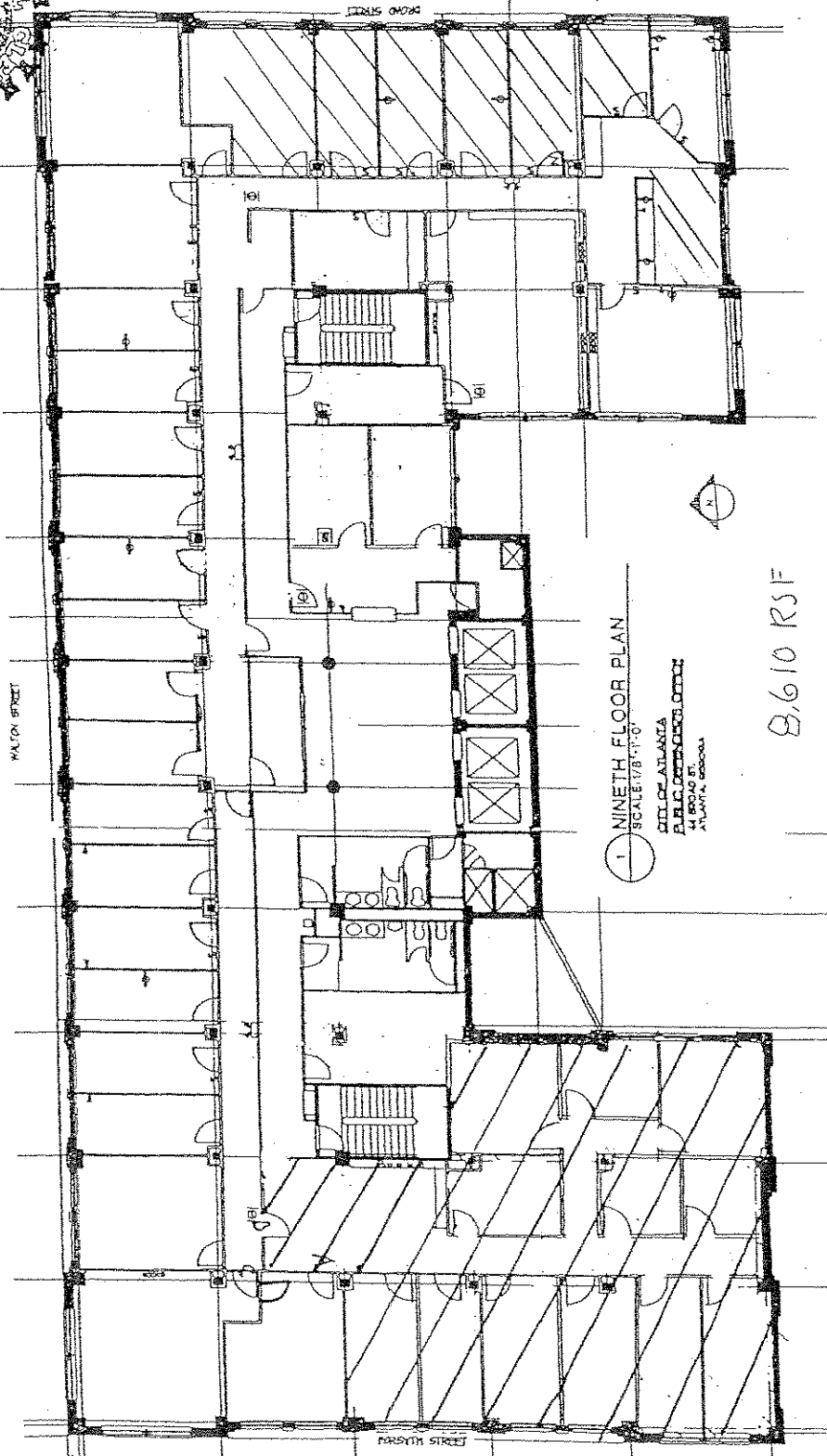
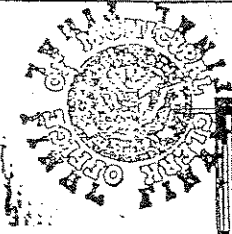
Suite 510 The Grant Building 44 Broad St. NW Atlanta GA, 30303
FAX 404/222-8712 meridianproperty@mindsping.com PH 404/822-4111



1,2194 RSF

D. HOWARD 8/9/2004 SCALE 1/8" = 1'-0"

THE GRANT BUILDING
44 BROAD ST, NW ATLANTA, GA 30303



vacant space
not in use by tenant

8,610 RSF

1 NINTH FLOOR PLAN

SCALE 1/8" = 1'-0"
CITY OF ATLANTA
PUBLIC OFFICE
44 BROAD ST.
ATLANTA, GEORGIA

9 Floor

MERIDIAN PROPERTY GROUP, LTD.

Suite 510 The Grant Building 44 Broad St. Atlanta GA, 30303

FAX 404/222-9722 meridianproperty@mindspring.com PH 404/222-4111

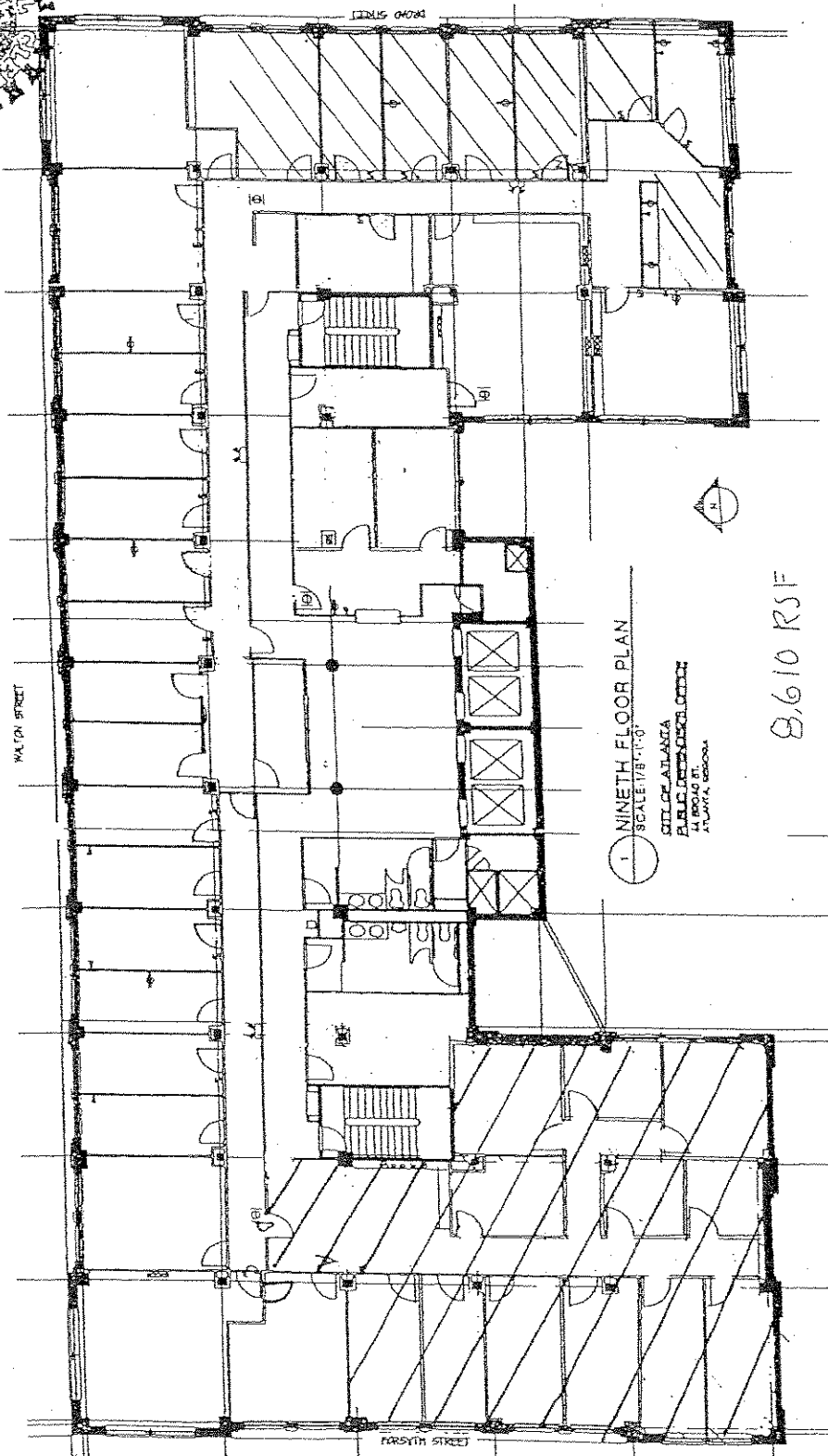
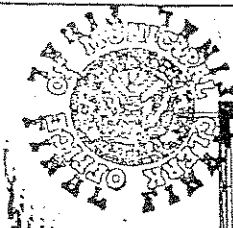


1,2194 RSF

D. HOWARD 8/8/2008 SCALE 1/8" = 1'-0"

THE GRANT BUILDING

44 BROAD ST. NW ATLANTA, GA 30303



8,610 RSF



vacant space
not on UX by Tenant

9 Floor

MERIDIAN PROPERTY GROUP, LTD.
Suite 610 The Grant Building 44 Broad St. NW Atlanta GA, 30303
FAX 404/222-8722 meridianproperty@mindspring.com PH 404/822-4111



1,2194 RSF

D. HOWARD 8/8/2006 SCALE 1/8" = 1'-0"

THE GRANT BUILDING
44 BROAD ST. NW ATLANTA, GA 30303

TRANSMITTAL FORM FOR LEGISLATION

TO:

MAYOR'S OFFICE

GREG PRIDGEON
(For review & Distribution to Execution Management)

Commissioner's Signature: _____

Director's Signature: _____

From: Origination Dept. Public Defender

Contact (name): Candace L. Byrd

Committee(s) Purview: PS & LA

Committee Deadline: 6/18/08

Committee Meeting Date(s): 7/1/08

City Council Meeting Date: 7/1/08

CAPTION:

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE OFFICE OF THE PUBLIC DEFENDER, TO RENEW A LEASE AGREEMENT WITH TRINITY PROPERTIES/GRANT LTD., LP, FOR THE OFFICE SPACE LOCATED IN THE GRANT BUILDING AT 44 BROAD STREET, N.W., ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:

To authorize the Mayor on behalf of the Public Defender's Office to enter into a eleventh renewal of their lease agreement with Trinity Properties/ Grant LTD.,LP.

FINANCIAL IMPACT (If Any):

The lease is for \$150, 675.00, to be paid in monthly increments of \$12,556.25 if paid before the 10th of each month. The lease is for \$158, 208.75, to be paid in monthly increments of \$13,184.06 if paid after the 10th of each month. This amount will result in a deduction in Fund 1001 Account 52230999 Function Activity 2800000.

Mayor's Staff Only

Received by Mayor's Office: _____

(date)

(initials)

Reviewed by: _____

Submit to Council: _____

(date)

Action by Committee: _____ Approved _____ Adverse _____ Held _____ Amended
_____ Substitute _____ Referred _____ Other

Legislative White Paper

Committee of Purview: Public Safety and Legal Administration

Caption

Lease for the Office of the Public Defender

Council Meeting Date:

Legislation Title: A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE OFFICE OF THE PUBLIC DEFENDER, TO RENEW A LEASE AGREEMENT WITH TRINITY PROPERTIES/GRANT LTD., LP, FOR THE OFFICE SPACE LOCATED IN THE GRANT BUILDING AT 44 BROAD STREET, N.W., ATLANTA, GEORGIA; AND FOR OTHER PURPOSES.

Requesting Dept.: Office of the Public Defender

Contract Type: N/A

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Justification Statement: To authorize the Mayor on behalf of the Office of the Public Defender to enter into an eleventh renewal of their lease agreement with Trinity Properties/Grant LTD., LP.

Background:

Fund Account Center: Fund 1001 Account 5223099 Function Activity 2800000

Source of Funds: General Fund

Fiscal Impact: The lease is for \$150, 675.00, to be paid in monthly increments of \$12,556.25 if paid before the 10th of each month. The lease is for \$158, 208.75, to be paid in monthly increments of \$13,184.06 if paid after the 10th of each month. This amount will result in a deduction in Fund 1001 Account 52230999 Function Activity 2800000.

Term of Contract: July 1, 2008 to June 30, 2009

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Prepared By: Candace L. Byrd

Contact Number: (404) 886-8466